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A Limited Liability Partnership
2 Including Professional Corporations
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7 Attorneys for Plaintiff SPEEDPLAY, INC.

8
9 UNITED STATES DISTRICT COURT
10 SOUTHERN DISTRICT OF CALIFORNIA,
11

12 SPEEDPLAY, INC., a California
13 corporation,

Plaintiff,

14 v.

15 BICYCLEBUYS, an organization of
unknown origin d.b.a.
16 BICYCLEBUYS.COM.; NEIL IR, an
individually and d.b.a.
17 BICYCLEBUYS.COM; NEIL IR and
DOES 1-10 inclusive,
18

Defendants.
19

Case No.: 08-cv-0419 JLS (POR)

**JOINT MOTION FOR ENTRY OF
STIPULATED PERMANENT
INJUNCTION AND JUDGMENT**

20
21 **JOINT MOTION**
22

23 1. WHEREAS the parties wish to avoid the unnecessary costs and burdens
24 associated with litigation of this matter; and
25

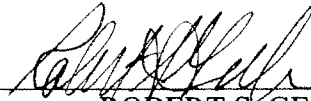
26 2. WHEREAS the parties have reached agreement on an appropriate stipulated
27 permanent injunction and judgment to be entered in this case;
28

1 NOW, THEREFORE, the parties hereto hereby submit this JOINT MOTION for
2 entry by this Court of their Stipulated Permanent Injunction and Judgment attached hereto
3 as Exhibit A, a copy being provided to chambers.

4
5 Dated: April 28, 2008

6 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

7
8 By

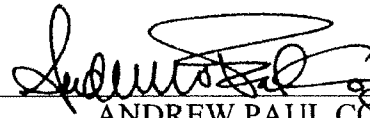


ROBERT S. GERBER
MICHAEL MURPHY
Attorneys for Plaintiff
SPEEDPLAY, INC.

9
10
11
12
13 Dated: April 28, 2008

14 HESSION BEKOFF & COOPER LLP

15
16 By



ANDREW PAUL COOPER, ESQ.
Attorneys for Defendants
BICYCLEBUYS and NEIL IR

EXHIBIT "A"

1 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
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7 Attorneys for Plaintiff SPEEDPLAY, INC.

8
9 UNITED STATES DISTRICT COURT
10 SOUTHERN DISTRICT OF CALIFORNIA,
11

12 SPEEDPLAY, INC., a California
13 corporation,

14 Plaintiff,

15 v.

16 BICYCLEBUYS, an organization of
unknown origin d.b.a.
17 BICYCLEBUYS.COM,; NEIL IR, an
individually and d.b.a.
18 BICYCLEBUYS.COM; NEIL IR and
DOES 1-10 inclusive,

19 Defendants.
20

Case No.: 08-cv-0419 JLS (POR)

**STIPULATED PERMANENT
INJUNCTION AND JUDGMENT**

21 **STIPULATION**
22

23
24 1. WHEREAS the parties wish to avoid the unnecessary costs and burdens
25 associated with litigation of this matter; and

26 2. WHEREAS the parties have reached agreement on an appropriate stipulated
27 permanent injunction and judgment to be entered in this case; and
28

1 3. WHEREAS both parties are represented by counsel and have had the
2 opportunity to confer with and be advised by counsel about this Stipulated Permanent
3 Injunction and Judgment; and

4 4. WHEREAS the parties, through their counsel, have agreed to execute and
5 abide by this Stipulated Permanent Injunction and Judgment;

6 NOW, THEREFORE, the parties hereto hereby agree and stipulate as follows:

7 5. Subject matter jurisdiction lies in this Court pursuant to 28 U.S.C. Sections
8 1331 and 1338, and 15 U.S.C. Section 1121, because this action arises out of, amongst
9 other claims, copyright and Lanham Act claims. Jurisdiction over the remaining state law
10 claims for relief is proper under 28 U.S.C. Section 1367.

11 6. Personal jurisdiction lies over the defendants herein because the disputes
12 which form the basis for relief arose in this judicial district; because defendants sell
13 products through an interactive Web site into this judicial district and the State of
14 California generally, forming continuous and systematic contacts with this state and with
15 customers in this state and this judicial district; and because the alleged harm suffered by
16 plaintiff arose and continues to arise in this judicial district.

17 7. Plaintiff Speedplay, Inc. ("Speedplay") is a California corporation with its
18 principal place of business located at 10151 Pacific Mesa Blvd. #107, San Diego,
19 California, 92121.

20 8. Defendant "BicycleBuys" is a limited liability company. It and the other
21 defendants operate a Web site located at <http://www.bicyclebuys.com>. BicycleBuys
22 operates from a storefront business located at 165 Rt. 110, Huntington Station, New York.

23 9. Defendant Neil Ir is a principal of Defendant BicycleBuys and operates said
24 entity and the BicycleBuys.com Web site. Defendant Ir is a resident of the State of New
25 York.

26 10. Without admitting any of the allegations of Plaintiff's Complaint herein,
27 Defendants BicycleBuys and Neil Ir hereby agree and stipulate to have entered and abide
28 by this Stipulated Permanent Injunction and Judgment.

1 IT IS SO STIPULATED.

2 Dated: April __, 2008

3 *May 19*

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

4 By

Robert S. Gerber
ROBERT S. GERBER /MICHAEL MURPHY

Attorneys for Plaintiff
SPEEDPLAY, INC.

7 Dated: April __, 2008

8 HESSION BEKOFF & COOPER LLP

9
10 By

Andrew Paul Cooper
ANDREW PAUL COOPER, ESQ.

Attorneys for Defendants
BICYCLEBUYS and NEIL IR

12
13 Dated: *May 14,* April __, 2008
slwb

14 SPEEDPLAY, INC.

15
16 By

Sharon Worman Bryne
SHARON WORMAN-BRYNE

Its: *President*

17
18 Dated: April __, 2008

19 BICYCLEBUYS, LLC

20
21 By

Neil IR
NEIL IR

Its: *MAIN MEMBER*

22
23 Dated: April 23, 2008

24
25 By

Neil IR
NEIL IR

1 **STIPULATED PERMANENT INJUNCTION AND JUDGMENT**

2
3 Based upon the foregoing stipulation of the parties, and with good cause appearing
4 therefor, this Court HEREBY ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

5 1. Defendants BICYCLEBUYS and NEIL IR, and each of them, directly and
6 indirectly, operating under their own names or other names, are hereby permanently
7 enjoined from:

8 (a) engaging in copyright infringement of the text and photographs appearing
9 on SPEEDPLAY, INC.'s Web site, www.speedplay.com;

10 (b) engaging in trademark infringement of SPEEDPLAY, INC.'s registered
11 marks;

12 (c) selling SPEEDPLAY, INC. product on Defendants' Web site,
13 www.bicyclebuys.com, or otherwise; and

14 (d) purchasing product from any authorized SPEEDPLAY, INC. dealer or
15 otherwise for purposes of resale.

16 2. Plaintiff SPEEDPLAY, INC. shall have judgment, jointly and severally, in
17 the sum of \$11,000.00 against Defendants BICYCLEBUYS and NEIL IR.

18 3. If enforcement of this Stipulated Permanent Injunction and Judgment
19 becomes necessary, then SPEEDPLAY, INC. shall be entitled to recover its actual
20 attorneys' fees and costs incurred in connection therewith from Defendants.

21 IT IS SO ORDERED.

22
23 Dated: April ___, 2008

24
25
26 By

UNITED STATES DISTRICT COURT JUDGE